



impersona.io

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# Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of the Master Services Agreement between the parties and governs the processing of personal data by Impersona on behalf of the Customer.

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## 1. Parties

|                    |  |
|--------------------|--|
| <b>Controller:</b> | Customer named in the applicable Order Form ("Customer") |
| <b>Processor:</b>  | Impersona GmbH, Germany ("Impersona" or "Processor")     |

This DPA applies where and only to the extent that Impersona processes Personal Data on behalf of the Customer in the course of providing the Services pursuant to the Agreement.

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## 2. Definitions

Terms not otherwise defined herein shall have the meaning given to them in the Agreement or under applicable Data Protection Laws. "Data Protection Laws" means all applicable laws and regulations relating to the processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any implementing legislation.

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## 3. Scope of Processing

Impersona processes the following categories of data solely to provide the contracted brand impersonation monitoring service:

- Customer account data and authorized user information
- Brand configuration and monitored domain lists
- Verdicts, alerts, and threat intelligence findings
- Evidence files including screenshots and crawl data

- Communication records related to takedown requests

#### 4. Authorized Sub-processors

The Customer hereby authorizes the engagement of the following sub-processors:

| Sub-processor                 | Purpose   | Location           |
|-------------------------------|---|--------------------|
| Amazon Web Services EMEA SARL | Cloud infrastructure, hosting, storage, and logging | EU (eu-central-1)  |
| Stripe Ireland Ltd            | Payment processing and subscription management      | EU (Ireland)       |
| PostHog EU                    | Product analytics (opt-in only)                     | EU                 |
| AWS Bedrock                   | AI-powered verdict synthesis                        | EU region          |
| WHOIS/RDAP/CT Providers       | Domain intelligence and enrichment                  | Provider dependent |

Impersona shall provide at least 30 days' prior notice of any intended changes to sub-processors, allowing Customer reasonable opportunity to object.

#### 5. Data Retention

| Data Category           | Retention Period                                  |
|-------------------------|---|
| Account and user data   | Account lifetime + 30 days after deletion request |
| Billing and tax records | Up to 7 years (legal requirement)                 |
| Raw crawl evidence      | 30 days (configurable per customer request)       |
| Verdicts and alerts     | Plan-specific, up to 1 year                       |
| Security and audit logs | 90 days   |

#### 6. Technical and Organizational Measures

Impersona implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including:

- **Encryption in transit:** TLS 1.2+ for all data transmissions
- **Encryption at rest:** AES-256 for DynamoDB, S3, and Secrets Manager
- **Access control:** Least-privilege IAM roles and OIDC-based deployments
- **Tenant isolation:** Partition-based data segregation with access checks
- **Logging:** Structured audit logs excluding sensitive content
- **Backup:** Point-in-time recovery and automated backups
- **Incident response:** Documented breach notification procedures

## 7. Data Subject Rights

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Impersona shall assist the Customer in responding to requests from Data Subjects exercising their rights under applicable Data Protection Laws, including rights of access, rectification, erasure, data portability, restriction of processing, and objection. Assistance shall be provided within commercially reasonable timeframes and in compliance with statutory deadlines.

## 8. Audit Rights

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Upon reasonable notice and subject to appropriate confidentiality obligations, Impersona shall make available to the Customer information necessary to demonstrate compliance with this DPA. Impersona may satisfy audit requests through provision of third-party certifications, audit reports, or documentation.

## 9. Execution

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This DPA is effective as of the date of last signature below and shall remain in effect for the duration of the Agreement.

**CUSTOMER**

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Date

**IMPERSONA GMBH**

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Date